



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** TSL-19907-21

**In the matter of:** 305, 105 ISABELLA STREET  
TORONTO ON M4Y1N9

**Between:** Raamco Int'l Properties Canadian Ltd Landlord

**and**

Carlos Maia Cabral Tenant

Raamco Int'l Properties Canadian Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Carlos Maia Cabral (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict Carlos Maia Cabral (the 'Tenant') because he has been persistently late in paying his rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard via videoconference on July 27, 2021 at 9:00 a.m.

Only the Landlord, represented by Franki Dash, a Lawyer, attended the hearing. As at 11:10 a.m., the Tenant, Carlos Maia Cabral, was not present or represented at the hearing though being properly served with the Notice of Hearing by the Board.

The hearing proceeded without the Tenant at 11:10 a.m.

**Determinations:**

**L1 application**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from October 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 17, 2020.
2. The Tenants were in possession of the rental unit when the application was filed.

3. The lawful monthly rent is \$1,361.00
4. The Landlord collected a rent deposit of \$1,333.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from April 1, 2020 to November 17, 2020.
6. The Tenant paid \$4,400.00 after the application was filed.
7. As of the hearing date, the Tenant owed the Landlord, \$9,431.00 including arrears of rent to July 31, 2021 of \$9,210.00, N.S.F. charges of \$20.00 and the application fee of \$201.00. Since the hearing, another six rental periods have begun, and six more month's rent have become due. Therefore, the amount in this order includes August 2021, September 2021, October 2021, November 2021, December 2021 and January 2022's rent. If the Tenant has paid the Landlord August 2021, September 2021, October 2021, November 2021, December 2021 and January 2022's rent, and /or made any payments to the Landlord since the hearing, the Landlord shall deduct those payments from the amount owing in this order.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction and no circumstances were disclosed at the hearing or appeared in the Board file.

### **L2 application**

9. The rent is due on the first of each month
10. The Tenant has been late paying the rent 31 times in the last 31 months.
11. The Landlord has served the Tenant with 8 Form N4 – “Notice to End a Tenancy Early for Non-payment of Rent”

### **It is ordered that:**

### **L1 application**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 16, 2022.

2. The Tenant shall pay to the Landlord \$14,896.62\*, which represents the amount of rent owing and compensation up to January 5, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$44.75 per day for compensation for the use of the unit starting January 6, 2022 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before January 16, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 16, 2022, then starting January 17, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord, on or after January 17, 2022.
8. If, on or before January 16, 2022, the Tenant pays the amount of \$17,577.00\*\* to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after January 17, 2022 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

## **L2 application**

10. If the Tenant voids the order for eviction under the L1 application pursuant to paragraph 8 of this order, then the following condition shall apply:
  - a) The Tenant shall pay the full monthly rent on or before the first day of each month, commencing September 1<sup>st</sup>, 2021 and for 12 months thereafter up to and including September August 1<sup>st</sup>, 2022.
11. If the Tenant fails to comply with the conditions set out in paragraph 10 above, then, within 30 days of the breach, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 10 of this order.

**January 5, 2022**  
**Date Issued**



Peter Pavlovic  
Member, Landlord and Tenant Board

Toronto South-RO  
15 Grosvenor Street, 1st Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 17, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

- \* Refer to section A on the attached Summary of Calculations.
- \*\* Refer to section B on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: TSL-19907-21**

**A. Amount the Tenant must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	October 1, 2020 to November 17, 2020	\$2,121.67
Less the amount the Tenant paid to the Landlord		-\$4,400.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 18, 2020 to January 5, 2022	\$18,526.50
Less the rent deposit:		-\$1,333.00
Less the interest owing on the rent deposit:	April 1, 2020 to November 17, 2020	-\$18.55
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$14,896.62</b>
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting January 6, 2022:		\$44.75 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$15,097.62, + \$44.75 per day starting January 6, 2022</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	October 1, 2020 to January 31, 2022	\$21,776.00
Less the amount the Tenant paid to the Landlord		-\$4,400.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before January 16, 2022	<b>\$17,577.00</b>